

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

IN RE: Anson Kuipang Tang

Case No.:

17-20542

Judge:

Gambardella

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS - AMENDED

☐ Original

☒ Modified/Notice Required

Date:

September 6, 2017

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS WILL BE AFFECTED.

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☒ DOES ☐ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Part 1: Payment and Length of Plan

a. The debtor shall pay 475.00 Monthly* to the Chapter 13 Trustee, starting on June 1, 2017 for approximately 36 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future Earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ■ NONE

a. Adequate protection payments will be made in the amount of \$ ____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Adequate protection payments will be made in the amount of \$ ____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
John F. Murano JM8846	Attorney Fees	1,500.00
Internal Revenue Service (Asset/Chap13)	Taxes and certain other debts	6,856.24

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ■ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
-NONE-					

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ■ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
-NONE-					

c. Secured claims excluded from 11 U.S.C. 506: ■ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
-NONE-				

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ■ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
-NONE-							

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ■ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Toyota Motor Credit Co	2015 Lexus LS 460L 39000 miles (Retail: \$51,722, trade-in value listed in column)	47,434.00	21,495.00

f. Secured Claims Unaffected by the Plan ■ NONE

The following secured claims are unaffected by the Plan:

Creditor
-NONE-

g. Secured Claims to be Paid in Full Through the Plan ■ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan
-NONE-		

Part 5: Unsecured Claims ■ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately Classified Unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
-NONE-			

Part 6: Executory Contracts and Unexpired Leases □ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Lou, Zhi H.	0.00	Residential Lease Monthly payments: \$3,700.00	NO Arrearage	0.00

Part 7: Motions ■ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ■ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
-NONE-							

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ■ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
-NONE-						

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ■ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
-NONE-					

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

d. Post-petition claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9 : Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: **May 23, 2017.**

Explain below why the plan is being modified:	Explain below how the plan is being modified:
Debtor is surrendering vehicle to secured creditor rather than paying normal installments outside plan and paying arrears through the plan. Debtor also has increased expenses that more than offset increase in net business income, resulting in reduction of disposable monthly income.	Plan provides for surrender of vehicle to secured creditor Toyota and a reduction in monthly plan payments to \$300.00
Are Schedules I and J being filed simultaneously with this modified Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures

☐ NONE

☒ Explain here:

***This plan is a step plan or has lumpsum payments as follows: \$475.00 per month for 3 months, then \$300.00 per month for 33 months**

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date	<u>September 5, 2017</u>	<u>/s/ John F. Murano</u>
		<u>John F. Murano JM8846</u>
		<u>Attorney for the Debtor</u>
Date:	<u>September 5, 2017</u>	<u>/s/ Anson Kuipang Tang</u>
		<u>Anson Kuipang Tang</u>
		<u>Debtor</u>
Date:	<u></u>	<u></u>
		<u>Joint Debtor</u>

Signatures

The Debtor(s) and the attorney for the Debtor(s) if any, must sign this Plan.

Date September 5, 2017 /s/ John F. Murano
John F. Murano JM8846
Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: September 5, 2017 /s/ Anson Kuipang Tang
Anson Kuipang Tang
Debtor
Date: _____
Joint Debtor

Certificate of Notice Page 8 of 9
 United States Bankruptcy Court
 District of New Jersey

In re:
 Anson Kuipang Tang
 Debtor

Case No. 17-20542-RG
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 59

Date Rcvd: Sep 07, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 09, 2017.

db +Anson Kuipang Tang, 1602 Center Avenue - Apt A, Fort Lee, NJ 07024-4714
 cr +BMW Financial Services NA, LLC Department, Ascension Capital Group, PO Box 165028,
 Irving, TX 75016-5028
 516841607 +Associated Credit Services Inc, PO Box 5171, Westborough, MA 01581-5171
 516852973 +BMW Bank of North America Department, Ascension Capital Group, P.O. Box 165028,
 Irving, TX 75016-5028
 516841608 +Barclays Bank Delaware, 100 S West St, Wilmington, DE 19801-5015
 516841611 +Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285,
 Salt Lake City, UT 84130-0285
 516841612 +Capital One / Saks F, Po Box 30285, Salt Lake City, UT 84130-0285
 516911617 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083
 516841614 +Cba Collection Bureau, 25954 Eden Landing Rd, Hayward, CA 94545-3837
 516841616 +Citibank/Sunoco, Citicorp Credit Card/Centralized Bankrup, Po Box 790040,
 St Louis, MO 63179-0040
 516841617 +Comenity Bank/Pottery Barn, Po Box 182125, Columbus, OH 43218-2125
 516841620 +Dsnb Bloomingdales, Attn: Bankruptcy, Po Box 8053, Mason, OH 45040-8053
 516841621 +Early Warning Services, 16552 N 90th St #100, Scottsdale, AZ 85260-1619
 516841622 +Equifax, P.O. Box 740241, Atlanta, GA 30374-0241
 516841623 +Equifax, P.O. Box 740256, Atlanta, GA 30374-0256
 516841624 +Experian, P.O. Box 2002, Allen, TX 75013-2002
 516841625 +Experian, Business Information Services, 475 Anton Boulevard, Costa Mesa, CA 92626-7037
 516841626 +Fair Collections & Outsourcing, 12304 Baltimore Ave Suite E, Beltsville, MD 20705-1314
 516841630 Fst Premier, 601 S Minneapolis Ave, Sioux Falls, SD 57104
 516841629 Fst Premier, 601 S Minneapolis Ave, Sioux Falls, SD 57104
 516841631 +Glen S. Garbus, Forster, Garbus & Garbus, 7 Banta Place, Hackensack, NJ 07601-5604
 516841632 +Glenn Stuart Garbus, Forster Garbus & Gaarbus, 7 Banta Place, Hackensack, NJ 07601-5604
 516841633 +Hunter Warfield, PO Box 1022, Wixom, MI 48393-1022
 516841634 ++INTUIT INC C O CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE,
 WILMINGTON DE 19808-1674
 (address filed with court: Intuit Payment Solutions, 2700 Coast Ave,
 Mountain View, CA 94043)
 516841635 +Jh Portfolio Debt Equities LLC, 5757 Phantom Dr Ste 225, Hazelwood, MO 63042-2429
 516841637 +Metabank-ultravx Visa, 2500 S Minnesota Ave, Sioux Falls, SD 57105-4729
 516841639 +Mobiloansllc, P.O. Box 1409, Marksville, LA 71351-1409
 516841642 +NCC Business Services, Inc, PO Box 24739, Jacksonville, FL 32241-4739
 516841643 +Ready Refresh by Nestle, PO BOX 856192, Louisville, KY 40285-6192
 516841649 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
 (address filed with court: Toyota Motor Credit Co, Toyota Financial Services, Po Box 8026,
 Cedar Rapids, IA 52408)
 516841647 +Target, C/O Financial & Retail Srvs, Mailstopn BT POB 9475, Minneapolis, MN 55440-9475
 516841648 The Point at Fort Lee, 900 Crest Lane, Fort Lee, NJ 07024
 516961575 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
 516841650 +TransUnion, P.O. Box 2000, Crum Lynne, PA 19022-2000
 516841652 +Visa Dept Store National Bank/Macy's, Attn: Bankruptcy, Po Box 8053, Mason, OH 45040-8053

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: usanj.njbankr@usdoj.gov Sep 08 2017 01:21:35 U.S. Attorney, 970 Broad St.,
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpregron03.ne.ecf@usdoj.gov Sep 08 2017 01:21:33 United States Trustee,
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
 Newark, NJ 07102-5235

cr +E-mail/PDF: gecsed@recoverycorp.com Sep 08 2017 01:17:47
 Synchrony Bank c/o PRA Receivables Management, LLC, PO BOX 41021, Norfolk, VA 23541-1021
 516841606 +E-mail/Text: legal@arsnational.com Sep 08 2017 01:21:20 ARS National Services Inc,
 PO BOX 469046, Escondido, CA 92046-9046
 516841605 +E-mail/Text: roy.buchholz@allianceoneinc.com Sep 08 2017 01:20:55 Alliance One,
 4850 Steet Rd Suite 300, Trevoze, PA 19053-6643
 516878922 E-mail/PDF: ais.bmw.ebn@americaninfosource.com Sep 08 2017 01:17:52
 BMW Financial Services NA, LLC, P.O. Box 3608, Dublin, OH 43016
 516841609 E-mail/PDF: ais.bmw.ebn@americaninfosource.com Sep 08 2017 01:17:41 Bmw Financial Services,
 Attn: Bankruptcy Department, Po Box 3608, Dublin, OH 43016
 516841610 +E-mail/Text: bankruptcy@cavps.com Sep 08 2017 01:21:47 Calvary Portfolio Services,
 500 Summit Lake Ste 400, Valhalla, NY 10595-2322
 516841613 +E-mail/Text: bankruptcy@cavps.com Sep 08 2017 01:21:47 Cavalry, PO Box 520,
 Valhalla, NY 10595-0520
 516841615 +Fax: 602-659-2196 Sep 08 2017 01:36:22 ChexSystems, Attn: Consumer Relations,
 7805 Hudson Road, Suite 100, Saint Paul, MN 55125-1703
 516841619 +E-mail/Text: bankruptcy@water.com Sep 08 2017 01:21:27 DS Services, 300 Columbus Circle,
 Edison, NJ 08837-3907
 516855903 E-mail/Text: mrdiscen@discover.com Sep 08 2017 01:20:57 Discover Bank,
 Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
 516841618 +E-mail/Text: mrdiscen@discover.com Sep 08 2017 01:20:57 Discover Financial, Po Box 3025,
 New Albany, OH 43054-3025
 516841628 +E-mail/Text: fggbanko@fgny.com Sep 08 2017 01:20:58 Forster, Garbus & Garbus,
 7 Banta Place, Hackensack, NJ 07601-5604

District/off: 0312-2

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 59

Date Rcvd: Sep 07, 2017

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

516841636 +E-mail/Text: bknotices@mbandw.com Sep 08 2017 01:21:54 McCarthy, Burgess & Wolff,
26000 Cannon Road, Cleveland, OH 44146-1807
516841638 +E-mail/Text: bankruptcydpt@mcmcg.com Sep 08 2017 01:21:32 Midland Credit Management,
2365 Northside Drive, Suite 300, San Diego, CA 92108-2709
516841641 +E-mail/Text: ext_ebn_inbox@navyfederal.org Sep 08 2017 01:22:26 Navy Federal Cr Union,
Attn: Bankruptcy, Po Box 3000, Merrifield, VA 22119-3000
516841640 +E-mail/Text: ext_ebn_inbox@navyfederal.org Sep 08 2017 01:22:26 Navy Federal Cr Union,
Po Box 3000, Merrifield, VA 22119-3000
516841644 +E-mail/PDF: gecsedirecoverycorp.com Sep 08 2017 01:17:22 Synchb/Toys R Us, Po Box 965064,
Orlando, FL 32896-5064
516845469 +E-mail/PDF: gecsedirecoverycorp.com Sep 08 2017 01:17:47 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
516841645 +E-mail/PDF: gecsedirecoverycorp.com Sep 08 2017 01:17:35 Synchrony Bank/Amazon,
Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001
516841646 +E-mail/PDF: gecsedirecoverycorp.com Sep 08 2017 01:17:47 Synchrony Bank/Gap,
Attn: Bankruptcy, Po Box 956060, Orlando, FL 32896-0001
516875530 +E-mail/Text: bncmail@w-legal.com Sep 08 2017 01:21:40 TD Bank USA, N.A.,
C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
516841651 +E-mail/Text: crwkflw@firstdata.com Sep 08 2017 01:21:59 TRS Recovery Services Inc.,
PO Box 60022, City Of Industry, CA 91716-0022

TOTAL: 24

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

516841627* +Fair Collections & Outsourcing, 12304 Baltimore Ave, Suite E, Beltsville, MD 20705-1314
TOTALS: 0, * 1, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 09, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 6, 2017 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
John F. Murano on behalf of Debtor Anson Kuipang Tang john@muranoroth.com, vicky@muranoroth.com
Marie-Ann Greenberg magecf@magtrustee.com
U.S. Trustee. USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 4